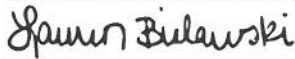



GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER RK105847		PAGE 1 of 5	
2. TASK ORDER AGREEMENT NO. CW66646		3. Award/Effective Date See 30c		4. CONTRACT NUMBER GS-35F-0119Y		5. SOLICITATION NUMBER Doc414546	
6. SOLICITATION ISSUE DATE 12/3/18		7. FOR SOLICITATION INFORMATION CONTACT Email: Tiffany.Champion@dc.gov		8. OFFER DUE DATE: 12/10/18		9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4TH Street NW, Suite 700S Washington, D.C. 20001	
10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> GSA SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFTOP <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP		12. PAYMENT DISCOUNT TERMS Net 30 days		15. CONTRACTOR / OFFEROR Blackwood Associates, Inc. 1835 Forest Drive, Suite A Annapolis, MD 21401 Phone: 410.267.1904	
16. PAYMENT WILL BE MADE BY CODE Office of the Chief Technology Officer 200 I Street SE 5th Floor Washington, DC 20003		17. DELIVER TO Suneel Cherukuri 200 I Street SE 4th Floor Washington, DC 20003 **All shipments for this order must be specifically labeled as follow: "OCTO-Citywide IT Security".		18. ADMINISTERED BY		19. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	
18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.		26. TOTAL AWARD (FOR GOVT. USE ONLY) \$587,393.16	
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE HGAC CONTRACT IDENTIFIED IN BLOCK 4.		28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: THIS TASK ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE GSA CONTRACT IDENTIFIED IN BLOCK 4.		29A. SIGNATURE OF OFFEROR / CONTRACTOR 		30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 	
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Lauren Bielawski, Director of Operations		29C. DATE SIGNED 12/17/2018		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Monica Hariri Contracting Officer		30C. DATE SIGNED 12/19/18	

See Attachment B Price Schedule

1. SERVICES REQUIRED

The Government of the District of Columbia, through the Office of Contracting and Procurement, on behalf, of the Office of the Chief Technology Officer (OCTO), Citywide Information Security, (CWITS) seeks a vendor to provide Gigamon hardware to replace end of life Gigamon hardware currently being used in both OCTO's data centers.

2. PRICE SCHEDULE

The District contemplates award of a single firm fixed price contract.

3. TERM OF CONTRACT

The term of the contract shall be from date of award specified on the cover page of this contract through September 30, 2019.

3.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

- 3.2.1** The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- 3.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.
- 3.2.3** The price for the option period shall be as specified in the Section B of the contract.
- 3.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

4. CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address and telephone number of the Contracting Officer for this task order is:

Monica Hariri
Office of Contracting and Procurement
200 I Street, SE Fifth Floor
Washington, DC 20003
Telephone: 202.724.5069
E-mail: Monica.Hariri@dc.gov

4.1 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- 4.1.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 4.1.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- 4.1.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

5. CONTRACTS ADMINISTRATOR (CA)

- 5.1 The CA is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this task order is:

Suneel Cherukuri
Chief Information Security Officer
Desk: 202.741.5008
Mobile: 202.853.2824
Email: Suneel.Chelukuri@dc.gov

- 5.2 It is understood and agreed that the CA shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.
- 5.3 Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

6. ORDERING

Products and services to be furnished under this contract will be ordered by the Contracts Administrator specified in Section 6 above. Such products and services may be provided for one year from the date of award.

7. COMPENSATION AND PAYMENT

- a) The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- b) The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

- c) The District follows a specific policy for services related to software/hardware (SW/HW) maintenance/licenses and support services. These services must be provided and billed with in the districts fiscal year (10/1 to 09/30). Invoices should only cover one fiscal year and the District cannot be held liable for any such services not billed and paid with in the same fiscal year (October 1 to September 30)'. The District issues separate payment for each fiscal year for accounting and budgetary reasons.
- d) By accepting this contract, for SW/HW maintenance/licenses and support services, you agree that a proper invoice constitutes a service period that covers ONLY October 1 thru September 30.

8. INVOICE SUBMITTAL

- a) The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in duplicate and submitted to the Chief Financial Officer (CFO), with a concurrent copy to the Contracts Administrator (CA) specified in Section 4 above. The address of the CFO is:

Office of the Chief Technology Officer
200 I Street SE, 5th Floor
Washington, DC 20003

- b) To constitute a proper invoice, the Contractor shall submit the following information:
 - i. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
 - ii. Task Order Agreement Number and Purchase Order Number. Assignment of an invoice number by the contractor is also recommended;
 - iii. Description, price, quantity, and dates of work actually performed;
 - iv. Other supporting documentation or information, as required by the Contracting Officer;
 - v. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - vi. Name, title, phone number of person preparing the invoice;
 - vii. Authorized signature.
 - viii. The Contractor shall submit payment requests in electronic format through the DC Vendor Portal www.vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractor's profile.
 - ix. To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

9. INCORPORATED DOCUMENTS

Contractor shall perform under this task order pursuant to the terms of the following documents that are hereby incorporated by reference and made a part of this contract, which in the event of a conflict shall be resolved by giving precedence in the order of priority listed below:

- (1) This Task Order blocks 1 through 30C and sections 1 through 9.
- (2) Statement of Work, Attachment A
- (3) Price Schedule, Attachment B
- (4) GSA Schedule No. GS-35F-0119Y, as amended

ATTACHMENT A SOW

A.1 Scope

The Government of the District of Columbia, through the Office of Contracting and Procurement, on behalf, of the Office of the Chief Technology Officer (OCTO), Citywide Information Security, (CWITS) seeks a vendor to provide Gigamon hardware to replace end of life Gigamon hardware currently being used in both OCTO's data centers.

A.1.1 Applicable Documents

N/A

A.1.2 Definitions

N/A

A.2 Background

The Office of the Chief Technology Officer (OCTO), Citywide Information Security, (CWITS) uses Gigamon hardware to provide network traffic visibility and high-availability.

Gigamon hardware is used in the data center core for multiple purposes related to traffic visibility and high-availability. It provides optical bypass ports to prevent non-critical single device failures (such as IPS devices) from stopping traffic flow. It aggregates multiple streams of data and sends them to devices that do not need to be inline, such as intrusion protection systems (IPS) and network monitoring devices. This upgraded hardware also adds SSL decryption capabilities so that security devices will have the ability to look at the un-encrypted version of traffic for any security threats.

A.3 Requirements

The Contractor shall provide the following:

A.3.1

Item No	Hardware/Software Part Number	Item Description	Quantity
1	SMT-HC3-C05	GigaSMART, GigaVUE-HC3, 5x100G QSFP28 cages (includes Slicing, Masking, Source Port & GigaVUE Tunneling De-Encapsulation SW) Gigamon - SMT-HC3-C05	4
2	BPS-HC3-C25F2G	Bypass Combo Module, GigaVUE-HC3, 2 100Gb SR4 BPS pairs, 16 10G cages Gigamon - BPS-HC3-C25F2G	2
3	SMTHC3-INSSL	GigaSMART, GigaVUE-HC3, SSL Decryption for Inline and Out of Band Tools Feature License per GigaSMART module Gigamon - SMT-HC3-INSSL	2
4	SMTHC3-NF1	GigaSMART, GigaVUE-HC3, NetFlow Generation feature license per GigaSMART module Gigamon - SMT-HC3-NF1	2
5	SMT-HC3-DD1	GigaSMART, GigaVUE-HC3, De-Duplication feature license per GigaSMART module Gigamon - SMT-HC3-DD1	2

6	SFP-532- 20P	20 pack of 10Gb SFP+, Multimode 850 nm SR Gigamon - SFP-532-20P	2
7	PWR -HC301	Power Supply Module, GigaVUE-HC3, AC (each) Gigamon - PWR-HC301	4
8	CLS- TA100	Clustering GigaVUE-TA1 Feature license per node Gigamon - CLS-TA100	2
9	PNL- M341	G-TAP M Series Patch panel, 3xMPO to 12xLC duplex Multimode, requires TAP-M200 chassis Gigamon - PNL-M341	4
10	CBL- 405	Active Fiber cable 5 meters (QSFP approved) Gigamon - CBL-405	4
11	TAP - M200	G-TAP M Series 1 RU chassis. Supports up to 6 M Series TAP modules Gigamon - TAP-M200	2
12	SFP -502	1 Gig SFP Multimode 850 Gigamon - SFP-502	20
13	SFP- 501	1 Gig SFP Copper UTP with RJ45 interface Gigamon - SFP-501	20
14	GVS- TAX01	GigaVUE-TA10 edge node, 4 40G cages + 48 10G cages, 2 power supplies, 2 Fan trays, AC power Gigamon - GVS-TAX01	2
15	GVS - HC3A1	GigaVUE-HC3 base unit w/ chassis, Control Card v2, 5 Fan Modules, CLI, 2 power supplies, AC power Gigamon - GVS-HC3A1	2
16	GSS-FYSELTPSS	Initial Gigamon Pass-through Support Type with ELITE Support Level (24x7/AHR), bought with product or within 1 year of original purchase of product Gigamon - GSS-FYS-ELT-PSS	1

A.3.2 The Contractor shall provide maintenance and support for all hardware, software and licenses identified in A.3.1.

A.3.3 The Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses. The Contractor warrants and represents that the equipment is eligible for the manufacturer's normal and extended warranty and support within the United States to Authorized Users. Previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items will not be accepted. The Contractor shall provide its authorized reseller agreement or certification directly provided from Gigamon (the manufacturer).

A.4 Deliverables

A.4.1 The Contractor shall deliver all items listed under "Attachment B" (Price Schedule) thirty (30) days from date of award.

A.4.2 The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section 9.

ATTACHMENT B Price Schedule

B.1 The Government of the District of Columbia, through the Office of Contracting and Procurement, on behalf, of the Office of the Chief Technology Officer (OCTO), Citywide Information Security, (CWITS) seeks a vendor to provide Gigamon hardware to replace end of life Gigamon hardware currently being used in both OCTO's data centers.

B.2 The District contemplates award of a single firm fixed price contract.

B.3 PRICE SCHEDULE

B.3.1 Base Period Date of Award through 9/30/19

Contract Line Item Number (CLIN)	Item Description	Quantity	Unit Price	Total Price
0001	GigaSMART, GigaVUE-HC3, 5x100G QSFP28 cages (includes Slicing, Masking, Source Port & GigaVUE Tunneling De-Encapsulation SW) Gigamon - SMT-HC3-C05	4	\$38,396.80	\$153,587.20
0002	Bypass Combo Module, GigaVUE-HC3, 2 100Gb SR4 BPS pairs, 16 10G cages Gigamon - BPS-HC3-C25F2G	2	\$38,396.80	\$76,793.60
0003	GigaSMART, GigaVUE-HC3, SSL Decryption for Inline and Out of Band Tools Feature License per GigaSMART module Gigamon - SMT-HC3-INSSL	2	\$28,796.80	\$57,593.60
0004	GigaSMART, GigaVUE-HC3, NetFlow Generation feature license per GigaSMART module Gigamon - SMT-HC3-NF1	2	\$19,196.80	\$38,393.60
0005	GigaSMART, GigaVUE-HC3, De-Duplication feature license per GigaSMART module Gigamon - SMT-HC3-DD1	2	\$19,196.80	\$38,393.60
0006	20 pack of 10Gb SFP+, Multimode 850 nm SR Gigamon - SFP-532-20P	2	\$4,476.80	\$8,953.60
0007	Power Supply Module, GigaVUE-HC3, AC (each) Gigamon - PWR-HC301	4	\$2,240.00	\$8,960.00
0008	Clustering GigaVUE-TA1 Feature license per node Gigamon - CLS-TA100	2	\$1,916.80	\$3,833.60
0009	G-TAP M Series Patch panel, 3xMPO to 12xLC duplex Multimode, requires TAP-M200 chassis Gigamon - PNL-M341	4	\$1,276.80	\$5,107.20
0010	Active Fiber cable 5 meters (QSFP approved) Gigamon - CBL-405	4	\$860.80	\$3,443.20
0011	G-TAP M Series 1 RU chassis. Supports up to 6 M Series TAP modules Gigamon - TAP-M200	2	\$316.80	\$633.60

0012	1 Gig SFP Multimode 850 Gigamon - SFP-502	20	\$124.80	\$2,496.00
0013	1 Gig SFP Copper UTP with RJ45 interface Gigamon - SFP-501	20	\$124.80	\$2,496.00
0014	GigaVUE-TA10 edge node, 4 40G cages + 48 10G cages, 2 power supplies, 2 Fan trays, AC power Gigamon - GVS-TAX01	2	\$15,996.80	\$31,993.60
0015	GigaVUE-HC3 base unit w/ chassis, Control Card v2, 5 Fan Modules, CLI, 2 power supplies, AC power Gigamon - GVS-HC3A1	2	\$38,396.80	\$76,793.60
0016	Initial Gigamon Pass-through Support Type with ELITE Support Level (24x7/AHR), bought with product or within 1 year of original purchase of product Gigamon - GSS-FYS-ELT-PSS	1	\$77,921.16	\$77,921.16
Grand Total B.3.1				\$587,393.16

B.3.2 Option Year 1 10/1/19 – 9/30/20

CLIN	Item Description	Total Price
1001	Gigamon Hardware, Software Licenses Maintenance and Support	\$132,921.16

B.3.3 Option Year 2 10/1/20 – 9/30/21

CLIN	Item Description	Total Price
2001	Gigamon Hardware, Software Licenses Maintenance and Support	\$132,921.16

B.3.4 Option Year 3 10/1/21 – 9/30/22

CLIN	Item Description	Total Price
3001	Gigamon Hardware, Software Licenses Maintenance and Support	\$132,921.16

B.3.5 Option Year 4 10/1/22 – 9/30/23

CLIN	Item Description	Total Price
4001	Gigamon Hardware, Software Licenses Maintenance and Support	\$132,921.16